

SOLICITATION, OFFER, AND AWARD		1. Caption Comprehensive Academic and Non-Academic Programming for Youth Ages 6-18		Page of Pages 1 53	
2. Contract Number	3. Solicitation Number DCHA-2010-R-6101	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 2/3/2010	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By: Office of Contracting and Procurement Financial, Legal, and Consulting Commodity Group 441 4th Street, NW, Suite 700 South Washington, D.C. 20001			8. Address Offer to: Office of Contracting and Procurement Bid Counter 441 4th Street, NW, Suite 703 South Washington, D.C. 20001		

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 7 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703S, Bid Room, Washington, DC until 2:00 PM local time 5-Mar-10
(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Chris YI	B. Telephone			C. E-mail Address chris.yi@dc.gov
		(Area Code) 202	(Number) 724-5069	(Ext)	

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment 10 Calendar days % 20 Calendar days % 30 Calendar days % _____ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature
			18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print) James H. Marshall	23. Signature of Contracting Officer (District of Columbia)	24. Award Date



Government of the District of Columbia

Office of Contracting & Procurement

SECTION B: SUPPLIES OR SERVICES AND PRICE

- B.1** The Department of Parks and Recreation (DPR) seeks vendors, or vendor, to operate and coordinate programming in one (1) or two (2) DPR facilities. The vendor will be expected to provide a safe, engaging environment and comprehensive academic and non-academic programming for youth ages 6-18 that live in the District of Columbia, during both the summer and the school year.
- B.2** If an offeror intends to subcontract under this solicitation, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.5.1. The prime contractor responding to this solicitation shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the bidder intends to subcontract in accordance with the provisions of section M.5.1, but fails to submit a subcontracting plan with its proposal.
- B.3** The District contemplates award of a firm fix type contract.

B.4 Price Schedule

B.4.1 BASE YEAR (Date of award through One year)

Contract Line Item No. (CLIN)	Item Description	Unit Price	Estimated Daily Average Attendance	Quantity	Total Price
0001	Summer and Winter Break Programming: as described in Section C.				\$ _____
0001AA	Mary & Daniel Loughran Center	\$ _____ per youth month	___ 80 ___	<u>12 Month</u>	\$ _____
0001AB	Jelleff Branch	\$ _____ per youth month	___ 80 ___	<u>12 Month</u>	\$ _____
0002	After school programming as described in Section C.				\$ _____
0002AA	Mary & Daniel Loughran Center	\$ _____ per youth month	___ 100 ___	<u>12 Month</u>	\$ _____
0002AB	Jelleff Branch	\$ _____ per youth month	___ 100 ___	<u>12 Month</u>	\$ _____
Total Base Year Price					\$ _____

B.4.2 Option Year One

Contract Line Item No. (CLIN)	Item Description	Unit Price	Estimated Daily Average Attendance	Quantity	Total Price
0101	Summer and Winter Break Programming: as described in Section C.				\$ _____
0101AA	Mary & Daniel Loughran Center	\$ _____ per youth month	___ 80 ___	<u>12 Month</u>	\$ _____
0101AB	Jelleff Branch	\$ _____ per youth month	___ 80 ___	<u>12 Month</u>	\$ _____
0102	After school programming as described in Section C.				\$ _____
0102AA	Mary & Daniel Loughran Center	\$ _____ per youth month	___ 100 ___	<u>12 Month</u>	\$ _____
0102AB	Jelleff Branch	\$ _____ per youth month	___ 100 ___	<u>12 Month</u>	\$ _____
Total Base Year Price					\$ _____

B.4.3 Option Year Two

Contract Line Item No. (CLIN)	Item Description	Unit Price	Estimated Daily Average Attendance	Quantity	Total Price
0201	Summer and Winter Break Programming: as described in Section C.				\$ _____
0201AA	Mary & Daniel Loughran Center	\$ _____ per youth month	___ 80 ___	<u>12 Month</u>	\$ _____
0201AB	Jelleff Branch	\$ _____	___ 80 ___	<u>12 Month</u>	\$ _____

		per youth month			
0202	After school programming as described in Section C.				\$ _____
0202AA	Mary & Daniel Loughran Center	\$ _____ per youth	___ 100 ___	<u>12 Month</u>	\$ _____
0202AB	Jelleff Branch	\$ _____ per youth	___ 100 ___	<u>12 Month</u>	\$ _____
Total Base Year Price					\$ _____

B.4.4 Option Year Three

Contract Line Item No. (CLIN)	Item Description	Unit Price	Estimated Daily Average Attendance	Quantity	Total Price
0301	Summer and Winter Break Programming: as described in Section C.				\$ _____
0301AA	Mary & Daniel Loughran Center	\$ _____ per youth month	___ 80 ___	<u>12 Month</u>	\$ _____
0301AB	Jelleff Branch	\$ _____ per youth month	___ 80 ___	<u>12 Month</u>	\$ _____
0302	After school programming as described in Section C.				\$ _____
0302AA	Mary & Daniel Loughran Center	\$ _____ per youth	___ 100 ___	<u>12 Month</u>	\$ _____
0302AB	Jelleff Branch	\$ _____ per youth	___ 100 ___	<u>12 Month</u>	\$ _____
Total Base Year Price					\$ _____

B.4.5 Option Year Four

Contract Line Item No. (CLIN)	Item Description	Unit Price	Estimated Daily Average Attendance	Quantity	Total Price
0401	Summer and Winter Break Programming: as described in Section C.				\$ _____
0401AA	Mary & Daniel Loughran Center	\$ _____ per youth month	80	<u>12 Month</u>	\$ _____
0401AB	Jelleff Branch	\$ _____ per youth month	80	<u>12 Month</u>	\$ _____
0402	After school programming as described in Section C.				\$ _____
0402AA	Mary & Daniel Loughran Center	\$ _____ per youth	100	<u>12 Month</u>	\$ _____
0402AB	Jelleff Branch	\$ _____ per youth	100	<u>12 Month</u>	\$ _____
Total Base Year Price					\$ _____

B.4.6 Grand Totals

Base Year \$ _____

Option Year 1 \$ _____

Option Year 2 \$ _____

Option Year 3 \$ _____

Option Year 4 \$ _____

Grand Total \$ _____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1. SCOPE

The Department of Parks and Recreation (DPR) seeks vendors, or vendor, to operate and coordinate programming in one (1) or two (2) DPR facilities. The vendor shall provide a safe, engaging environment and comprehensive academic and non-academic programming for approximately 100 youth ages 6-18 at Mary & Daniel Loughran Center and 115 youth at Jelleff Branch that live in the District of Columbia, during both the summer and the school year.

C.1.1 APPLICABLE DOCUMENTS

The following applicable documents are applicable to this procurement:

Item No.	Document Type	Title	Date
1	D.C. Law	Child and Youth, Safety and Health Omnibus Amendment Act of 2004 http://www.dccouncil.washington.dc.us	2004
2	District	DCPS School Calendar http://dcps.dc.gov/DCPS	Most Recent

C.1.2 DEFINITIONS

- C.1.2.1 **Academic Program:** Any offering that supplements or complements a goal or activity that may be encountered in school. Academic programs shall have clearly defined outcomes tied to a school subject area.
- C.1.2.2 **Non-academic Program:** Offerings with outcomes that are not primarily school-based. These programs may have outcomes tied to the following: personal health and wellness, character development, behavior, diversity, athletics.
- C.1.2.3 **Field Trip:** An organized event with defined objectives that includes both staff and children to a location that would be a unique experience for the majority of participants.
- C.1.2.4 **Academic Enrichment:** Any activity, which complements or supplements regular school work. The intent of which is to challenge the youth to think more critically as well as increase connections between school and everyday life.
- C.1.2.5 **The Maintenance Authority (TMA):** Work order management system by which all needed repairs and issues with buildings are reported and resolutions tracked.

C.2 MISSION AND BACKGROUND

C.2.1 The mission of DPR is to enhance the physical, mental, and social well being of residents and visitors by providing quality, customer-focused leisure and learning opportunities in over 400 safe parks and facilities. These leisure and learning opportunities are amply demonstrated through the quality, diversity, and quantity of programs that are available to the citizens of the District of Columbia. DPR has launched an initiative that allows non-profit organizations to use its facilities for enrichment programs designed to expand youth learning opportunities and to support their cognitive, social, emotional, physical, and moral development.

C.2.2 In furtherance of this activity, the District requires the services of a vendor or vendors to operate and coordinate comprehensive academic and non-academic programming at DPR's Mary & Daniel Loughran and Jelleff Branch sites for youth ages 6-18 that live in the District of Columbia on a schedule detailed below. Residency verification shall be conducted in accordance with current DPR policies and procedures. Non-residents shall be allowed to participate and DPR non-resident fee rates.

NOTE: Site availability for programming purposes shall not include pool and field at Jelleff site. COTR OR DESIGNEE holds the management and maintenance responsibility of the pool and field. Contractor may be granted use of such facilities at the discretion of COTR OR DESIGNEE.

C.3 REQUIREMENTS

C.3.1. PROGRAMMATIC REQUIREMENTS

C.3.1.1 Organization of Programming – Basic Requirements

C.3.1.1.1 Summer and Winter Break Program

The Contractor shall provide comprehensive academic and non-academic programming to target a minimum of 80 youth (daily average attendance) at each site for a minimum of ten (10) weeks during the summer (“summer camp”) and to target a minimum of 30 youth (daily average attendance) at each site for a minimum of one (1) week during DCPS winter break. Daily average attendance shall be computed by adding total number of youth participating each day in a month and divided by the number of days of operation within that month. Programming shall consist of at least 40 hours of services per week. Program fees for youth shall be aligned with current DPR fees for summer programs. Notwithstanding the foregoing, the sites shall be open and operating during the hours set forth below in Section C.3.1.1.3.

C.3.1.1.2 School Year Program

The Contractor shall provide comprehensive academic and non-academic programming to target a minimum of 100 youth (daily average attendance) at each site through an after-school programming for 25 hours per week at no cost to participants. After-school programming shall be aligned with the District of Columbia Public Schools calendar. Adjusted programming shall occur during the District of Columbia Public Schools winter break.

C.3.1.1.3 The Contractor shall ensure that sites are open and providing programming minimally during the hours described below:

Proposed Site	Summer Hours (June – August)	School Year Hours (September – May)	Winter Hours (Aligned with DCPS Winter Break)
Mary & Daniel Loughran Center	Monday-Friday, 7:00 a.m. – 7:00 p.m.	Monday-Friday, 3:30 p.m. – 9:00 p.m. Saturday/Sunday, 9:00 a.m. – 4:00 p.m.	Monday-Friday, 3:30 p.m. – 9:00 p.m. Saturday/Sunday, 9:00 a.m. – 4:00 p.m.
Jelleff Branch	Monday-Friday, 7:00 a.m. – 7:00 p.m.	Monday-Friday, 3:30 p.m. – 9:00 p.m. Saturday/Sunday, 9:00 a.m. – 4:00 p.m.	Monday-Friday, 3:30 p.m. – 9:00 p.m. Saturday/Sunday, 9:00 a.m. – 4:00 p.m.

- a. Contractor shall reasonably cooperate with COTR OR DESIGNEE to open a facility during hours not set forth above in order to accommodate popular existing regularly scheduled events such as the Saturday evening roller skating event at the Jelleff Branch. It shall be the responsibility of the contractor to fully implement these events. Additional costs incurred shall be added to monthly price. All such events shall be agreed upon by contractor and COTR OR DESIGNEE prior to start of services.
- b. Recognizing that facility will be open beyond the programmatic requirement, COTR OR DESIGNEE will work with Contractor to allow for additional programming at the site. This may include providing access and reasonable accommodations to other programmatic partners. Permits may be issued by COTR OR DESIGNEE for programs outside of programmatic requirement with reasonable prior approval of Contractor.

C.3.1.1.4 The Contractor shall ensure that centers are closed on the following federal holidays: Independence Day, Thanksgiving Day, Christmas Day, and New Years Day. In addition to the specified federal holidays, the facilities may be closed at the request of the Contractor and prior approval of COTR OR DESIGNEE. Any closure requests, notwithstanding acts of God or emergency closures, shall be submitted to COTR OR DESIGNEE for approval 30 days prior to requested closure.

C.3.1.2 Programming Content- Summer Camp and Winter Break Component

C.3.1.2.1 The Contractor shall provide a balance of academic and non-academic programming. Suggested activities include the following: computer instruction, sports and fitness activities, games, art, music and enrichment activities that include reading, writing, science and math support. The Contractor shall provide age-appropriate activities for all youth, and leadership opportunities for older youth.

C.3.1.2.2 The Contractor shall provide at least three (3) field trips during the summer. The destinations are to be determined at the discretion of the Contractor and prior approval of COTR OR DESIGNEE. Field trips shall provide a unique experience with defined

objectives. At least two (2) trips should have clearly defined academic outcomes.

C.3.1.2.3 The Contractor shall provide a minimum of 2 hours of academic programming daily during the summer and 1 hour daily during winter break. Integrated programs incorporating both academic and non-academic components may count towards academic programming requirement with prior written approval from COTR OR DESIGNEE at least 1 week in advance of implementation of program.

C.3.1.2.4 The contractor shall provide a balance of programs that are responsive to and reflective of community demographics in that ward.

Loughran: http://www.neighborhoodinfodc.org/wards/nbr_prof_wrd1.html

Jeffer: http://www.neighborhoodinfodc.org/wards/nbr_prof_wrd2.html

C.3.1.3 Programming Content- After-School Component

C.3.1.3.1 The Contractor shall provide a balance of academic and non-academic programming. Suggested activities include the following: homework assistance, individualized subject-area tutoring, computer instruction and activities, sports, fitness activities, games and enrichment activities such as arts and crafts, music and dance. The Contractor shall provide age-appropriate activities for all youth, and leadership opportunities for older youth.

C.3.1.3.2 The Contractor shall provide a minimum of 1 hour of academic programming daily. Integrated programs incorporating both academic and non-academic components may count towards academic programming requirement with prior approval from COTR OR DESIGNEE.

C.3.1.3.3 The contractor shall provide a balance of programs that are responsive to and reflective of community demographics.

C.3.2 OPERATIONAL REQUIREMENTS

C.3.2.1 The Contractor shall be responsible for daily maintenance and operation of facility and site. Contractor shall ensure or cause that all facility/site maintenance is conducted to provide a clean, safe environment for patrons and staff. Contractor shall provide all office and cleaning supplies and equipment needed for maintenance.

C.3.2.3 The operating responsibility of the Contractor does not include capital project renovations, rehabilitations, or major building systems repairs. The Contractor shall use the DPR system of record (currently online TMA web based system) to enter all such work orders.

C.3.3 ADDITIONAL REQUIREMENTS

C.3.3.1 The Contractor shall provide a plan to engage in outreach and promotional efforts to encourage participation from target population at each site. These efforts include, but are not limited to, program flyers at all neighborhood and local schools, attendance at local community meetings, and timely submission of programs for posting on DPR website.

The content of all outreach and promotional materials shall be pre-approved by COTR OR DESIGNEE.

- C.3.3.2 The Contractor shall formally recognize DPR as a partner. This may be achieved by inclusion of DPR logo and/or written acknowledgement in all promotional materials. Prior approval shall be received from DPR Office of Communications for all promotional materials.
- C.3.3.3 The Contractor shall adjust programming as needed to accommodate feeding if site is deemed by DPR as a feeding site. If such accommodations are necessary, Contractor shall supervise and manage the site during feeding time, but shall not be required to transport or pay for the food.
- C.3.3.4 The Contractor shall provide all materials, supplies, and equipment necessary to implement successful programs. These may include, but are not limited to, art supplies, books, curricula, sports equipment, and office supplies. Any such technological equipment (computers) shall meet standards set by the District of Columbia Office of the Chief Technology Officer.
- C.3.3.5 The Contractor shall work with COTR OR DESIGNEE to encourage donors and sponsors to support DPR programming and operation of its facility. All donations and sponsorships shall be subject to applicable DC law and related regulations and have prior approval of COTR OR DESIGNEE.

C.3.4 STAFFING AND STAFFING RELATED REQUIREMENTS

C.3.4.1 Qualifications

The Contractor shall ensure that staff is qualified to provide services to youth. Qualifications include but are not limited to: ability to provide appropriate services to people from diverse socio-economic, racial, ethnic and other cultural groups; interacting and communicating effectively with youth, families and community partners; knowledge of methods and techniques of recreation activity and program planning. Staff shall also be able to provide emergency response services such as administering CPR and using defibrillation equipment. At least one staff member on site at all times must be certified to administer CPR/AED.

C.3.4.2 Mandatory Criminal Background Check

The Contractor's staff, as well as any subcontractor staff or volunteers to have direct contact with participants shall submit a fingerprint-based criminal background check conducted prior to performing services under the contract. The Contractor shall ensure that each criminal background check is conducted in accordance with Federal Bureau of Investigation policies and procedures and processed through the National Criminal Information Center as mandated by the "Child and Youth, Safety and Health Omnibus Amendment Act of 2004". To see the complete text of the referenced Act, go to <http://www.dccouncil.washington.dc.us>. The Contractor shall submit cleared criminal background checks for all staff to perform services under this contract prior to their performing

in any capacity at the site(s).

C.3.4.3 Staffing Ratio

The Contractor shall ensure an appropriate staff/youth ratio. The ratio shall not exceed 25:1 youth to staff. For the purpose of staff/youth ratio, volunteers may be considered as staff.

C.3.4.4 Identification

The contractor shall ensure that all staff members and volunteers wear identification badges that identify them as employees of the Contractor and stipulates their assignment at the specific center.

C.3.4.5 Volunteers

The Contractor shall track volunteer participation and report semiannually the participation at each site.

C.3.4.6 Personnel File

The Contractor shall maintain an individual personnel file for each staff person and volunteer containing the employment application, personal and professional references, current resume, licenses, credentials, certificates, criminal background check, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and actions with respect to the allegations and date and reason if terminated from employment, and performance evaluations. The Contractor shall make all of its personnel records accessible to the District upon COTR request.

C.3.4.7 Training

- a. The Contractor shall ensure on-going training for staff, including an initial orientation for new employees and at least 24 hours of training each year. Training shall address positive youth development in areas that include but are not limited to: character development, conflict mediation, cultural awareness, as well as training in particular academic or non-academic programs.
- b. The Contractor shall submit to COTR OR DESIGNEE a description and a schedule of the training that shall be provided to staff members within 30 days of contract award.

C.3.4.8 Position Descriptions

The Contractor shall develop and maintain a written position description for each program position funded through the contract. The Contractor shall maintain the position descriptions in the contractor's files and made available for inspection upon request by the COTR. The position description shall include at a minimum the following

information:

- a. Educational requirements
- b. Experience requirements
- c. Licensing/certification required
- d. Description of duties and responsibilities
- e. Hours of work
- f. Supervisor
- g. Performance evaluation criteria.

C.3.4.9 Organizational Chart

The Contractor shall provide and maintain a current organizational chart displaying program staffing plan including position with corresponding name, organizational relationships and responsibility lines of administrative oversight.

C.3.5 REPORTING REQUIREMENTS

C.3.5.1 Financial Report

- a. The Contractor shall maintain detailed records that demonstrate that the services provided and billed to the District have been performed. Such records shall include, at a minimum, the names of the persons providing the services, daily attendance, the number of hours that each individual worked, a description of service, the dates that the services were provided monthly and the number of program participants. The contractor shall also provide COTR OR DESIGNEE with monthly reports detailing the number of participants served, daily average attendance, and staff/volunteer listing. COTR OR DESIGNEE shall approve in advance the format of the monthly report.
- b. The financial accounting shall include statements and receipts of all costs and expenses.

C.3.5.2 Program Management Plan

- C.3.5.2.1 The Contractor shall provide a program management plan detailing how it intends to meet the requirements outlined in C.3.1 – C.3.3 and in the timeframe outlined in the schedule of deliverables. The program management plan shall include a training schedule, Curriculum and shall be completed prior to the start of services.

The Contractor shall, for each program proposal, provide COTR OR DESIGNEE with a(n):

- a. Target population, including age
- b. Program description including timeline for delivery and intended outcomes
- c. Program curriculum
- d. Detailed evaluation plan and metrics on how the vendor intends to meet intended outcomes. Evaluation tools can include, but are not limited to, pre-

and post-assessments of participant progress in academic or non-academic area. The Contractor shall provide a quarterly report describing the degree to which intended outcomes were met.

e. Opportunities for parent engagement

C.3.5.2.2 The program management plan and associated schedules shall be approved by the COTR prior to the start of programming.

C.3.5.3 Operation Management Plan

The Contractor shall develop and provide an operation management plan that establishes a timeline for the implementation and completion of regular maintenance at site(s). The Contractor's project work plan shall at a minimum identify project milestones, the timeline for their completion of each milestone, and the party responsible for ensuring the successful completion of the milestone activity.

C.3.5.4 Unusual Incident Report

The Contractor shall contact COTR OR DESIGNEE about incidents that include but are not limited to safety hazards, emergencies, and/or conflicts that affect the children and youth participating in the program. This notification shall be received via phone by COTR OR DESIGNEE immediately, and written incident reports are required via email or fax within five (5) days of any incident that involves staff and/or participants. (see Blank Incident Report- Appendix B)

C.3.5.5 Parent/Guardian Satisfaction Surveys

The Contractor shall ensure that a parent/guardian satisfaction survey is completed at least twice per year. The format should be agreed upon prior by COTR OR DESIGNEE and Contractor but should evaluate satisfaction with programming content and staff as well as facility condition.

C.3.5.6 Quality Assurance and Program Monitoring

The Contractor shall develop and provide quality assurance program monitoring policies and procedures to ensure the successful delivery of the required services. The Contractor's quality assurance and program monitoring shall address all aspects of the Contractor's program including but not limited to the following;

- a. Development and on-going assessment of the program offerings.
- b. Contractor's administrative procedures.
- c. Recruitment, selection, training, and retention of qualified staff
- d. Facilities, Supplies and Equipment

SECTION D: PACKAGING AND MARKING

This section is not applicable for this procurement.

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

F.1.1 The term of the contract shall be for a period of one year from date of award specified on the cover page of the contract.

F.1.2 Four (4) one-year options depending on availability of funds.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of **four (4)**, one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

Deliverable No.	Description of Deliverable	Format/Method of Delivery	Due Date
1	Description of orientation and annual training of staff and volunteers. (C.3.4.7)	Electronic document and hard copy	15 days after contract award; prior to the start of services
2	Project management plan for After-School Programming including (C.3.5.2 & C.3.1.1.2)	Electronic document and hard copy	15 days after contract award; prior to the start of services
3	Project management plan for Summer Camp Programming (C.3.5.2 & C.3.1.1.1)	Electronic document and hard copy	15 days prior to the start of services
4	Project management plan for Winter Hours Programming	Electronic document and hard copy	30 days after contract award;

	(C.3.5.2 & C.3.1.1.1)		prior to the start of services
5	Quarterly report including those items detailed in Section C.3.5.2	Electronic document and hard copy	Quarterly on a schedule to be determined by the COTR in collaboration with the Contractor
6	Outreach Plan (C.3.3.1)	Electronic document and hard copy	15 days after contract award; prior to the start of services
7	Parent Satisfaction Survey Results (C.3.5.5)	Electronic document and hard copy	Quarterly on a schedule to be determined by the COTR in collaboration with the Contractor
8	Provide quality assurance program monitoring policies and procedures (C.3.5.6)	Electronic document and hard copy	30 days after contract award; prior to the start of services
9	Monthly report (C.3.5.1 a)	Electronic document and hard copy	Monthly beginning 30 days after start of services

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

SECTION G : CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Name: Department of Parks and Recreation
Address: 3149 16th Street, NW
Washington, DC 20010
Telephone: 202-673-3558

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries are in accordance with the following:

"Payment will be made on completion and acceptance of each month of work in accordance with the prices stated in the Schedule in Section B."

Monthly payment = Per youth month x daily average attendance

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

James Marshall
Office of Contracting and Procurement
Address: 441 4th St., NW, Suite 700S
Telephone: 202 724-4197
Fax: 202 727-0425
Email: jim.marshall@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: To Be Determined
Title:
Agency: Department of Parks and Recreation
Address: 3149 16th Street NW
Telephone: 202-673-7665

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no

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additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 08 Dated May 26, 2009, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with

programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.
See 42 U.S.C. §12101 et seq.

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 et seq.

H.9 DISTRICT RESPONSIBILITIES

The District through COTR will:

H.9.1 Monitor the Contractor's performance.

H.9.2 Inspect and accept all deliverables.

H.9.3 Provide comments on deliverables.

H.9.4 Provide Contractor access to the district's TMA web site (c.3.2.3)

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____
With _____(Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
 2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
 3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
 4. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$2,000,000 annual aggregate.
- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

- F. **NOTIFICATION.** The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

James Marshall
441 4th Street, Suite 700S
Washington, DC 20001
Jim.marshall@dc.gov

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- a. Supplies or Services and Price/Cost Section (Section B)
- b. Specifications/Work Statement (Section C)
- c. Special Contract Requirements (Section H)
- d. Deliveries and Performance (Section F)
- e. Contract Clauses (Section I)
- f. Contract Administration Data (Section G)
- g. Inspection and Acceptance (Section E)
- h. Contract Attachments (Section J) in the order they appear

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENT

- J.1.1 Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”),
- J.1.2 Wage Determination No. 2005-2103, Revision No. 08 Dated May 26, 2009

J.2 INCORPORATED ATTACHMENTS *(The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the offer.)*

- J.2.1 E.E.O. Information and Mayor’s Order 85-85
- J.2.2 Tax Certification Affidavit
- J.2.3 First Source Employment Agreement
- J.2.4 Cost/Price Data Package
- J.2.5 District of Columbia Living Wage Notice
- J.2.6 District of Columbia Living Wage Fact Sheet
- J.2.7 Past Performance Evaluation Form

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that

(a) It operates as:

- a corporation incorporated under the laws of the State of: _____
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

(b) If the offeror is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in _____
(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor’s Order 85-85, “Compliance with Equal Opportunity Obligations in Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ____has ____has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Offeror ____has ____has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor’s Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

	EXCLUDED END PRODUCTS
	COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, “District Employees Not To Benefit” will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award contract(s) resulting from this solicitation to the responsible Offeror(s) whose offers conform to the solicitation and will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 Contractor shall provide one original, one softcopy on compact disk, and seven (7) copies of the written proposal. The proposal shall be prepared and submitted in two (2) separate volumes, Volume I Technical Proposal and Volume II Price Proposal. Each volume of the proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCHA-2010-R-6101 Boys and Girls Club".

L.2.2 Contractors may submit proposals for programming and operation of one individual location or for both Mary & Daniel Loughran and Jelleff Branch sites.

L.2.3 The Technical and Cost and Price Volumes shall contain at a minimum the information described in Section L.3, Proposal Content and Organization. The narrative sections of each volume shall be formatted as follows:

- a. Typewritten (8.5" by 11" bond paper);
- b. Single spaced;
- c. One (1) sided;
- d. Pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date (Subsequent revisions, if any, shall be similarly identified to show revision number and date);
- e. One (1)-inch (or greater) margins;
- f. Six (6) lines (or less) per inch, the equivalent of twelve (12) point font (or larger), charts and graphics may be no less than eight (8) point font;
- g. Proposal narratives shall be logically ordered and provide cross-references to the requirement being addressed.

L.2.3 The Offeror shall prepare a Cover Letter to accompany its Technical Proposal and Price Proposal. The Cover Letter shall at a minimum include the following:

- a. Identify the Contact person for the offeror's proposal
- b. Provide the Contact person's address, phone number, and e-mail address
- c. A statement affirming the offeror's acceptance of the contract provisions as described in Sections A – K of the solicitation.
- d. Signature of an authorized representative of the Offeror's organization.

L.2.4 The Offeror shall prepare a Table of Contents to accompany its Technical Proposal and Price Proposal indicating the location of the section headings and subheadings and page numbers for each.

L.2.5 Offerors are directed to Section M of this solicitation, Evaluation Factors and Sections M.1, Evaluation For Award, M.2, Technical Rating Scale, and M.3, Evaluation Criteria & Standards and the interdependent relationship that exists between the Evaluation Factors described in Section M, the requirements described in Section C of the solicitation and the instructions to Offerors that follow in Section L.2.7. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual, and logical manner providing a comprehensive description of program supplies and services delivery thereof. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements described in Section C, Specifications/Work Statement. The information requested below for the technical proposal shall facilitate evaluation for all proposals.

L.2.6 The information requested in Section L.2.7 has been determined to be essential and will allow the District to assess the Offeror's knowledge, capabilities, and capacity to perform the requirements of the contract as described in Section C in accordance with Section M of the solicitation. The Offeror shall respond in a comprehensive manner to each evaluation factor by submitting the information described below in Section L.2.7 in a logical order consistent with the RFP, providing cross-reference to the requirement being addressed.

L.2.7 PROPOSAL CONTENT AND ORGANIZATION

The Offeror shall provide proposals for each site.

Volume I Technical Proposal

L.2.7.1 Technical Approach

The information contained in this section shall facilitate the evaluation of the Offeror's technical approach to provide the required services. The Offeror shall provide at a minimum the following information:

- a. A narrative to describe the Offeror's understanding of the requirements and the department's mission (C.2) and how the Offeror's programmatic offering (C.3.1) and operational management (C.3.3) shall successfully contribute to the achievement of the DPR goals;
- b. A narrative to describe the Offeror's program design and overall technical approach to deliver the components described in C.3.1 including summer and winter break

programs (C.3.1.2) and after-school programs (C.3.1.3). The narrative shall address the Offeror's methodology and approach for the following:

- 1) Design, development, implementation of Program(s)
 - i. Subjects to be included in each program component
 - ii. Ability to serve low-income, hi-risk youth
 - iii. Accommodate diversity and age differences
 - iv. Identification of program goals and objectives
 - v. Performance measures to determine program success
 - 2) Activities and outreach strategies to increase participation (C.3.3.1)
- c. A Conceptual Program Management Plan (C.3.5.2)
 - d. A Conceptual Operations Management Plan (C.3.5.3)
 - e. A Conceptual Quality Assurance and Program Monitoring Policies and Procedures (C.3.5.6)

L.2.7.2 Organizational Capability

The information contained in this section shall facilitate the evaluation of the Offeror's organizational capability to perform the required services. The Offeror shall provide the following information:

- a. A narrative describing the collective qualifications, experience, skills, and capabilities of the Offeror's proposed staff, the relevance and the benefit of the Offeror's staff qualifications, experience, and skills to successfully provide the required services described in C.3.
- b. An organizational chart illustrating the Offeror's staffing plan that clearly delineates at a minimum the following:
 - 1) Each staff member to perform services under this contract and the corresponding position/title
 - 2) Identification of Key Staff, Managers and Supervisors, and Administrative staff
 - 3) Reporting Lines clearly showing the lines of accountability
- c. The Offeror shall provide the following information for EACH staff position/title appearing on the Offeror's Organizational Chart:
 - 1) Resume, Certifications, and Licenses, as applicable
 - 2) Position Description

L.2.7.3 Past Performance/Previous Experience

The information contained in this section shall facilitate the evaluation of the Offeror's past performance and previous experience to perform the required services. The Offeror shall provide the following information:

- a. A narrative that describes the Offeror's organizational history and past and current experience in operating programs for youth similar in size and scope as the required services described in Section C. The Offeror's narrative shall address lessons learned and barriers overcome in previous experiences and the application of this experience to perform the required services.
- b. A list of contracts and subcontracts the Offeror has performed similar in size and scope as the required services described in Section C.3. The Offeror's list shall include the following information for each contract or subcontract:
 - 1) Name of contracting activity;
 - 2) Contract number;
 - 3) Contract type;
 - 4) Contract duration (or Period);
 - 5) Total contract value;
 - 6) Description of work performed;
 - 7) Contact Person name, phone, and e-mail address
- c. Offeror shall submit at a minimum three completed (3) Past Performance Evaluation Forms provided as Attachment J.2.7 from the list of contracts identified in L.2.7.3. b above.

Volume II Price Proposal

L.2.7.4 Price Proposal

The Offeror's Price Proposal shall contain at a minimum the following information:

- L.2.7.4.1 The Contractor shall submit proposals based on a total estimated monthly cost to run proposed program and operation at the site(s).
- L.2.7.4.2 The Contractor shall ensure that all revenues are subtracted from monthly cost and subsequently billed to COTR OR DESIGNEE at a lower net rate. These revenues may include, but are not limited to, program fees (summer program only), sponsorships, or donors. Revenues shall be tracked and reported in the monthly fiscal report.
- L.2.7.4.3 Pursuant to 3.5.1 above, the contractor shall submit records of all revenues monthly to COTR OR DESIGNEE.
- L.2.7.4.4 Completed Section B.4 & Cost Price Certification and Data Package (Attachment J.2.4)

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted no later than **2:00 PM March 5, 2010**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.5 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **February 15, 2010 4:00 PM**. The District will not consider any questions received later than **February 15, 2010 4:00 PM**. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, **Jim Marshall, Office of Contracting and Procurement, 441 4th St., Washington, DC 20001 and 202) 724-4197** by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, **Office of Contracting and Procurement** of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.7 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.12 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure

in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

James H. Marshall, Contracting Officer
441 4th Street, NW, #700 South
Washington, DC 20001
Telephone: (202) 724-4197

And

Office of Risk Management
441 4th Street, NW, Suite 800 South
Washington, DC 20001

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of offeror;

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.19 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.19.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.19.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.19.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.19.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.19.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.19.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.19.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.19.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

SECTION M - EVALUATION FACTORS**M.1 EVALUATION FOR AWARD**

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies that are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a sub factor has a point evaluation of 0 to 10 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 8 (4/5 of 10). The sub factor scores will be added together to determine the score for the factor level.

M.3 EVALUATION CRITERIA

M.3.1 TECHNICAL PROPOSAL (0 - 75 points)

M.3.1.1 Technical Approach (0 - 35 points)

This factor encompasses the Offeror's technical approach to perform the required services as described in Section C.3, including the Offeror's methodology and approach to design and implementation of a balanced after-school, summer, and winter program (C.3.1) and supporting activities (C.3.2). Additionally the technical approach to perform the required operational management responsibilities (C.3.3.) will be evaluated. The standard is met when the Offeror provides the required information described in L.2.7.1 in a comprehensive, logical, and factual manner.

M.3.1.2 Organizational Capability (0 - 30 points)

This factor encompasses all components of the Offeror's organizational capability to deliver a balanced program (C.3.1.2 and C.3.1.3) and operational management (C.3.3) of the site(s) including the Offeror's staff and staff related activities, including the Offeror's organizational structure, the qualifications, and expertise of the Offeror's proposed staff. The standard is met when the Offeror provides the required information described in L.2.7.2 in a comprehensive, logical, and factual manner.

M.3.1.3 Past Performance/Previous Experience (0 -10 points)

This factor relates to the Offeror's past performance and previous experience in providing the services similar in size and scope as those described in C.3 for public and private organizations. The standard is met when the Offeror provides the required information described in L.2.7.3 in a comprehensive, logical, and factual manner.

M.3.2 Price PROPOSAL (0 - 25 points)

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal} \times (20)}{\text{price of proposal being evaluated}} = \text{evaluated price score}$$

M.3.3 PREFERENCE POINTS (0 – 12 Points)

Local Business Enterprise	(2 Points)
Disadvantaged Business Enterprise	(2 Points)
Small Business	(3) Points
Resident Business Ownership	(5 Points)
Business Located in an Enterprise Zone	(2 Point)

Total LSDBE Preference Points (12 Points)

M.3.4 TOTAL POSSIBLE POINTS

a. Technical Proposal (0 – 75 Points)

- i) Technical Approach (0 – 35 Points)
- ii) Organizational Capability (0 – 30 Points)
- iii) Past Performance/Previous Experience (0 – 10 Points)

b. Price Proposal (0 – 25 Points)

c. Preference Points (0 – 12 Points)

Total Possible Points (0 – 112)

M.4 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.5. Preferences for Certified Business Enterprises

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 Subcontracting Requirements

If the prime contractor subcontracts any portion of the work under this contract, the prime contractor shall meet the following subcontracting requirements:

- M.5.1.1** At least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises; or
- M.5.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.5.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

M.5.2 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.5.2.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.2.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.2.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.2.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.2.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.2.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.5.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.4 Preferences for Certified Joint Ventures

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.5 Vendor Submission for Preferences

M.5.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its proposal, the following documentation, as applicable to the preference being sought:

M.5.5.1.1 Evidence of the vendor's or joint venture's certification by DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of all relevant letters of certification from DSLBD; or

M.5.5.1.2 Evidence of the vendor's or joint venture's provisional certification by DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of the provisional certification from DSLBD.

M.5.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

M.5.5.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.5.6 Subcontracting Plan

If the prime contractor intends to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.5.1. The prime contractor responding to this solicitation which intends to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror intends to subcontract in accordance with the provisions of section M.5.1, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the contracting officer, changes to the plan will only occur with the prior written approval of the contracting officer and the Director of DSLBD. Each subcontracting plan shall include the following:

M.5.6.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.5.6.2 A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.5.6.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

M.5.6.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

- M.5.6.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.5.6.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.5.6.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.5.6.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- M.5.6.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

M.5.7 Compliance Reports

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

- M.5.7.1** The dollar amount of the contract or procurement;
- M.5.7.2** A brief description of the goods procured or the services contracted for;
- M.5.7.3** The name and address of the business enterprise from which the goods were procured or services contracted;
- M.5.7.4** Whether the subcontractors to the contract are currently certified business enterprises;
- M.5.7.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- M.5.7.6** A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.5.1; and
- M.5.7.7** A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.5.1.

M.5.8 Enforcement and Penalties for Breach of Subcontracting Plan

- M.5.8.1 If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- M.5.8.2 In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.